

COVER LETTER

August 26, 2019

Subject: Invitation to tender number for Operation of Cafeteria Services

To All Prospective Candidates:

Enclosed is an Invitation to Tender for a licensing agreement for Operation of Cafeteria Services at U.S. Embassy Paris.

Enclosure 1 consists of the proposed Licensing Agreement, which would be executed between the Embassy Association Services for Employees for American Embassy Paris, hereafter referred to as EASE or the Association, and the selected operator. Note that neither the Embassy nor the U.S. government would be a party to the contract nor bound by it. That Agreement consists of the main document, plus three exhibits:

Exhibit A - Performance Required Under the Licensing Agreement

Exhibit B - List of Licensors-Furnished Property (list not available before September 9)

Exhibit C - Holiday Schedule

Enclosure 2 contains instructions for tender preparation as well as the methodology to be used by the EASE in evaluation of tenders and for award of the Licensing Agreement.

Tender Submission and Due Date

All tenders must be submitted via email to the following email address:

EASE@EASEParis.com

and optionally on paper to the following address:

EASE Board of Directors and Tamara Prevost (Manager)

4, avenue Gabriel
75008 Paris

All tenders must be received by EASE (the American Employee Association of U.S. Embassy Paris) not later than **15h00 (3:00 pm) on Monday, September 30, 2019**. Tenders received after this date and time may be rejected without further consideration.

Points of Contact: Questions regarding this Invitation for Tenders may be directed to:
Tamara Prevost, Technical Representative of the Licensor (tel: 01.43.12.2715 or 01.43.12.25.64)
or by email to *Ease@EaseParis.com*.

Interested parties will be given the opportunity to visit the site and attend a bidders' conference that will allow interested parties the opportunity to pose any questions they may have concerning the Invitation for Tenders and to view the site where the services are to be provided. This visit and conference will be held on **Monday, September 9, 2019 at 4:00 pm (16h00)**. Please notify the above individual 48 hours in advance if someone from your firm wishes to attend. (For security reasons, no one can be admitted unless pre-registered.) Questions regarding this

Invitation for Tender should be submitted in writing at least two days before the scheduled date of the conference and site visit to *Ease@EaseParis.com*.

Thank you for your interest in this opportunity.

Sincerely,

Tamara Prevost, EASE General Manager / Technical Representative of the Licensor

on behalf of

Suzanne Yountchi, President of the EASE Board (Licensor)

and

Lauren Bleakney, EASE Board Cafeteria Vendor Selection Committee

ENCLOSURE 1

LICENSING AGREEMENT

I. GENERAL

- A. Purpose. The purpose of this Agreement is to provide a license to the Licensee (the Contractor) to operate a cafeteria on the premises managed by the Licensors (the Association).

For the purposes of this agreement, the American Employee Association (EASE) of the U.S. Embassy in Paris (the Association) is the Licensors and *[Note: to be completed at time of Licensing Agreement signature]* is the Licensee or the Contractor. The term “parties” means the Licensors and Licensee. No United States Government funds are obligated under this agreement.

- B. Description of Cafeteria Operation. The Licensee shall establish and operate the food service facilities for the purpose of dispensing food, beverages and such other items as may be authorized by the Licensors under this Agreement. See Exhibit A for specifics on the operation of the food service facilities.

II. PERIOD OF AGREEMENT

- A. Initial Period of Agreement. This Agreement shall be effective on the second of January 2020 and shall end the first of January, 2023.

- B. Subsequent Periods. This Agreement may be extended at the mutual agreement of the parties. Any extension will be formalized by an amendment to the Licensing Agreement, signed by both parties. Any extension may be for a period of up to six (6) months.

III. SPECIFICS OF CAFETERIA OPERATIONS

Cafeteria operations, including details of each party’s responsibilities, are set forth in Exhibit A to this Agreement.

IV. LICENSOR PERSONNEL

- A. Licensing Officer. The Licensing Officer has the overall responsibility for the administration of this Agreement. Only the Licensing Officer is authorized to take actions on behalf of the Licensors to amend, modify or deviate from the Agreement terms and conditions. The Licensing Officer may delegate certain responsibilities to authorized representatives.

- B. Technical Representative. The Licensing Officer may designate a Licensors’s Technical Representative to assist in the administration of certain responsibilities. The Technical Representative shall act as the Licensors’s principal point of contact for day-to-day operations and ensure compliance with License Agreement. If no Licensors’s Technical Representative is appointed, the responsibilities shall remain with the Licensing Officer.

- C. Inspectors. Inspectors may work for the Licensing Officer or the Technical Representative, if one is appointed. Inspectors are authorized to perform day-to-day inspections and monitoring of the Licensee’s work. The Embassy’s Health Unit and or a visiting Regional Medical Officer (RMO) will perform health inspection of the facilities. The Facilities

Management Office (FAC) will look after the Licensor's maintenance responsibilities with respect to the cafeteria area. The General Services Office (GSO) will oversee inventory control of Embassy-furnished property. The Inspector(s) may inspect and monitor the services provided by the Licensee.

D. Authority to Amend the Agreement. In no instance shall the Technical Representative or Inspectors be authorized to amend the Agreement. Only the Licensing Officer may amend the Agreement.

V. INSPECTION

A. Responsibilities of the Licensee. The Licensee shall develop and maintain an inspection system intended to ensure quality of service and standards of sanitation and cleanliness. This system shall include monthly written records of inspections made. These records shall be made available to the Licensor upon request.

B. Rights of the Licensor.

(1) The Licensor has the right to inspect the cafeteria premises as well as the actual services provided. This inspection may be made at any time, without prior notice. The Licensor shall perform the inspection in a manner that will not unduly delay the work of the Licensee. These inspections may include, but are not limited to, a comprehensive review of the following:

1. Service quality, attentiveness, courtesy, and similar factors
2. Food quality, presentation, merchandising
3. Sanitary practices and conditions
4. Personnel appearance
5. Training program techniques, schedules and records
6. Menu compliance, as indicated in the minimum acceptable menu profile

(2) Premises of the Licensee may be inspected, at no charge to the Licensor. The Licensee shall provide all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) The Regional Medical Officer (RMO), the Licensor's Technical Representative, and/or professional health and food service inspectors may perform periodic inspections to assure compliance with Agreement requirements and industry standards.

VI. TERMINATION

This Licensing Agreement may be terminated by written notice, issued by the Licensing Officer, when it is in the best interests of the Licensor. This termination may be made for (1) cause, such as failure of the Licensee to comply with the terms and conditions of this Agreement, or (2) convenience of the Licensor. Licensor is not required to give advance notice of termination. Upon termination, Licensee shall remove all of its property from the premises. Licensor shall not be responsible for any loss or damage incurred by the Licensee as the result of termination, including but not limited to losses due to spoilage of inventory, employee claims, personal property losses, and loss of profits. If the Licensee notifies the Licensor that it intends to terminate the Agreement, it must continue providing services for at least ninety (90) days from the date of termination notification unless Licensor gives written authorization to discontinue

services on another date. Correspondence is to be addressed to both the Technical Representative and the President of the Board of the Association.

VII. TERMS OF AGREEMENT

- A. General. Exhibit A sets forth several reports which the Licensee is required to submit to the Licensors.
- B. Rent, Utilities and Embassy- and Licensors-Furnished Property. The Licensee shall not be liable for payment of any rent or for reimbursement to the Licensors for utilities or use of Licensors-furnished property as a result of services provided under this Agreement. See Section VIII below for potential liability on the part of the Licensee due to damage to property.
- C. Monthly Fee. The contractor shall pay the Association each month without prior notice or demand, a monthly concession fee of five hundred fifty euros (€550) per month no later than the 10th day of the month to such account as the Association may direct.
- D. Security Deposit. 1) The Licensee shall submit to the Licensors a deposit of two thousand five hundred euros (€2,500) at signature of the Agreement as security. If the Licensee fails to pay the Monthly Fee or other charges due hereunder, or otherwise defaults with respect to any provision of this Agreement, the Licensors may use, apply, or retain all or any portion of the security deposit. 2) If the Licensors so uses or applies all or any portion of said deposit, the Licensee shall within ten days deposit sufficient cash with the Licensors to restore said deposit to the full amount. The Association shall not be required to keep said deposit separate from its general accounts. 3) If Licensee performs all of the Licensee's obligations under this Agreement, the deposit, or what remains of it, shall be returned, without interest, at the expiration of the Agreement and after the Contractor has vacated the Premises to the Licensors's satisfaction.

VIII. SPECIAL LICENSING AGREEMENT PROVISIONS

- A. Security Access to Property. The Licensors reserves the right to deny access to Embassy-owned and operated facilities to any individual. The Licensee will provide names and biographic data on all personnel (including planned back-up personnel) who will be used on this Agreement as soon as possible after finalization of this Agreement, and at least sixty (60) days before they begin work.
- B. Standards of Conduct. The Licensee shall be responsible for maintaining satisfactory standards of employee attitude, competency, conduct, cleanliness, appearance and integrity. The licensee shall be responsible for taking disciplinary action with respect to employees as may be necessary. Each Licensee employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer and the Embassy. Licensee employees must use politeness and courtesy when dealing with Embassy personnel. The Licensors reserves the right to direct the Licensee to remove an employee for failure to comply with the standards of conduct.
- C. Personal Injury, Property Loss or Damage Insurance.

(1) The Licensee, at its own expense, shall maintain insurance against fire, theft, flood, liability, and for employee medical and employment expenses, as required by French law. Insurance should cover all Licensee-owned and operated equipment operational on the premises.

(2) The Licensee shall provide certification that the required insurance has been obtained before beginning work.

D. Indemnification. The Licenser shall not be responsible for personal injuries or for damages to any property of the Licensee, its officers, agents, and employees, or any other person, arising from any incident of the Licensee's performance of this Agreement. The Licensee expressly agrees to indemnify and to save the Licenser, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Licensee's fault or negligence in connection with the performance of work under this Agreement. Further, any negligence or alleged negligence of the Licenser, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Licenser, its officers, agents, servants, or employees is the sole competent and producing cause of such claim, loss, damages, injury, or liability.

E. Protection of U.S. Embassy Buildings, Equipment, and Grounds. The Licensee shall use reasonable care to avoid damage to U.S. Embassy buildings, equipment and grounds. If the Licensee's failure to take adequate care results in damage to any of this property, the Licensee shall repair the damage at no expense to the Licenser, as directed by the Licensing Officer.

F. Licenser-Furnished Property.

(1) The Licenser shall provide the property described in Exhibit B to this Agreement. Delivery of this property is completed when it is made available in the space designated for the Licensee's use in his operation of the cafeteria. The Licensee shall acknowledge in writing to the Licensing Officer receipt of the Licenser-owned equipment listed in Exhibit B.

(2) Title to all Licenser-Furnished property shall remain with the Licenser. The Licensee shall use the property only in connection with this Agreement.

(3) The Licenser shall maintain the official property control records of all Licenser-Furnished property.

(4) Upon taking delivery of the Licenser-Furnished property, the Licensee assumes the risk and responsibility for its loss or damage, except--

- (a) For reasonable wear and tear; or
- (b) As otherwise provided in this Agreement.

G. Precedence of English Language Translation. In the event of any inconsistency between the English language translation of this Agreement and any other language translation, the English language translation shall take precedence.

IX. DISPUTES

If the Licensing Officer and Licensee fail to reach agreement over any disputed issue resulting from this Licensing Agreement, the sole remedy to both parties shall be referral of the disputed

issue to the appropriate U.S. Embassy official, normally the General Services Officer. That official's ruling shall be considered final for both parties.

LIST OF EXHIBITS

EXHIBIT A:	Performance Required under the Licensing Agreement
EXHIBIT B:	Licensor- and Embassy- Furnished Property
EXHIBIT C:	Holiday Schedule
EXHIBIT D:	Bidder's Matrix

EXHIBIT A

PERFORMANCE REQUIRED UNDER THE LICENSING AGREEMENT

I. SCOPE OF WORK.

The Licensee shall establish and operate the food service facilities shown in Section II below, for the purpose of dispensing food, beverages and such other items as may be authorized by the Licensing Officer under this Agreement. This cafeteria is to be operated for the benefit of the employees of the U.S. Embassy in Paris and their guests.

In 2019, around 150 customers per day visited the cafeteria. The Licensor shall not be held responsible for any variation in the customer base or employee population figure. The extent of occupancy is not guaranteed.

The Licensee shall be responsible for providing breakfast, lunch, and coffee services. For breakfast and lunch, the Licensor should provide a variety of cold and hot meals, salad and sandwiches, and grab-and-go options.

II. DESCRIPTION OF FACILITIES

- A. Cafeteria Facility. The facilities are located in the basement of the U.S. Embassy at 4 avenue Gabriel on Place de la Concorde in Paris. They consist of a dining room, food preparation area pantry/storage areas for dry goods, frozen and chilled food storage and office space.

III. HOURS OF SERVICE

A. Schedule. Lunch service is required for at least two hours daily, Monday through Friday. For the past several years, lunch service has been from 12:00pm to 2:00pm. Breakfast items have been available from 08:30am to 10:30am. Coffee is currently available during breakfast and lunch hours and from 2:00pm to 3:00pm. The Cafeteria will be closed on official Embassy holidays. Holiday schedule is shown in Exhibit C.

B. Schedule Modifications. The Licensor may change the hours and days of operation to be consistent with changes in Embassy policy. Licensee requests to modify hours or days of service shall be submitted to the Licensing Officer for approval at least five working days before required modifications. In addition to routine service, the Licensee may also be approached by employees within the Embassy to cater evening meals, weekend events, luncheons, and special events. All events held on the Embassy compound must be approved by the Licensor, the Technical Representative, and the Regional Security Officer (RSO).

IV. RESPONSIBILITIES OF THE LICENSEE

A. General. The Licensee shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the Embassy while service is provided. The Licensee shall obtain licenses and permits and observe all applicable building, health, sanitary, and other regulations and laws. The Licensee shall:

- employ sufficient and suitable personnel;
- secure and maintain insurance;

- maintain records pertaining to services and activity at this location only;
- submit reports (including daily and monthly reports from P.O.S. system and quarterly activity reports); and,
- observe other Agreement requirements.

The Licensee shall pay each and every fee, cost, or other charge incident to or resulting from operations under the Agreement. The Licensee shall exercise reasonable care in the use of space and Licensor-owned equipment. When the Agreement ends, the Licensee will yield such space and equipment in as good condition as when received, except for:

- ordinary wear and tear; and
- damage or destruction beyond the Licensee's control and not due to the Licensee's fault or negligence.

B. Service. The Licensee shall operate and manage the cafeteria in the Licensee's name at the Embassy. The Licensee shall remove any soiled dishes, provide clean dishes, and assure that tables and chairs are cleaned before each patron is seated. Dining facilities should leave a favorable impression of the Embassy to guests and employees. Space, facilities, and equipment provided by the Embassy must be consistently maintained in optimum condition and appearance.

(1) Contractor/Licensee warrants that it will not use the name of the Association or of any U.S. government entity, or mislead any third party to believe that the Contractor/Licensee is an agent, affiliate, or in any way has any authority to negotiate, contract, advertise, or otherwise deal on behalf of any U.S. government entity.

(2) Contractor/Licensee shall not engage in any business or activity or extend any services beyond those mentioned in this Agreement on the Premises without the written authorization of the Licensor/Association.

(3) Any and all intellectual property rights arising from or related to Services rendered under this Agreement, including but not limited to "U.S. Embassy Cafeteria" and "Chancery Cafeteria," belong exclusively to the Association and/or the appropriate U.S. government entity. Contractor/Licensee shall not use, imply, advertise, or represent any goods or services affiliated with such identifiers, marks, slogans, and intellectual property beyond the premises without the written authorization of the Association.

C. Menus. The Licensee shall provide a variety of quality-prepared foods and beverages at reasonable prices. The variety and appearance of food in the cafeteria on each operating day shall be consistent with approved food service standards and comparable for American and European business cafeterias. The Licensee shall plan and advertise advance weekly menus through various media, in addition to posting of daily menus (as well as hours of operation and meal prices) near the cafeteria entrance. The Licensee shall make a reasonable effort to adhere to the range of menus and prices submitted in its offer. If the Licensee determines that prices must be raised, it shall notify the Licensing Officer of the price increases (item by item) and a justification supporting these increases at least fourteen (14) days before the effective date of the price increase.

D. Equipment and Utensils Provided by the Licensee. The Licensee provides all required equipment, flatware, china and glasses. Exhibit C provides a detailed list of the current cafeteria's inventory. The embassy community values environmentally-friendly options. The Contractor shall use as little as possible plastic cutlery as possible.

E. Sanitation and Quality.

- (1) The Licensee shall serve fresh, appetizing, and quality food, under clean and sanitary conditions.
- (2) All foods served shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits, shall be clean and free from blemish. All foods shall when served, be attractive in appearance and correct in temperature and consistency. They shall be crisp, moist, dry tender, etc., as may be appropriate in each case. To the extent that these criteria are compatible with minimizing waste, that is also valued by the embassy community.
- (3) All employees assigned by the Licensee to perform work under this cafeteria Agreement shall be physically able to do their assigned work and shall be free from communicable diseases.
- (4) Health Exams: The Licensee at his own expense shall have each employee receive the following health exams prior to employment and either yearly or after every trip to home country, whichever is more frequent. The result of these exams will be given to the Embassy's Health Unit or Regional Medical Officer (RMO) for review. No employee may work in the Cafeteria without the Health Unit's or RMO's approval.

- (a) Chest x-ray
- (b) Exam of:
Mouth,
Lungs,
Skin.
- (c) Blood Test
- (d) Urine Test
- (e) Stool Test

F. Personnel and Supervision.

- (1) The Licensee shall employ enough personnel to maintain sanitary conditions and satisfactory service which will ensure prompt and efficient service at all times. All employees shall be sober, conscientious, neat, and courteous. The Licensee shall at all times provide adequate staff of food service employees to perform the varied and essential duties inherent to a successful food service operation.
- (2) The Licensee shall require that each employee assigned to work under this Agreement sign, or otherwise acknowledge, a statement that he or she is neither employed by the Licensor/U.S. Embassy and is not entitled to any rights nor benefits of the Licensor/ U.S. Embassy.
- (3) Licensee employees must be approved by Embassy security before working under this Agreement. The Licensee shall furnish all necessary forms and documents required by the Embassy for this purpose, including personal history forms (in Embassy-specified format) for all employees the Licensee proposes to work under this Agreement.
- (4) The Licensee shall employ a full-time manager unless the Licensee is an individual.
- (5) The Licensee's employees shall wear a distinctive item of clothing such as a badge, apron, cap, armband, blouse, or uniform as a means of identification when they are in the

building. The Licensee's employees shall wear proper food service attire when they are performing their duties in the building. Embassy-issued badges identifying each employee shall be displayed whenever on the premises.

(6) The Licensee's employees shall be required to change their clothing out of sight of customers and employees.

(7) Employees of the Licensee shall be fully capable of performing the type of work for which they are employed.

(8) The Licensee shall provide adequately, trained relief personnel to substitute for the regular employees when they are absent so that a high quality operation will be maintained at all times.

(9) The Licensee and its employees shall comply with instructions pertaining to conduct and building regulations in effect for the control of persons in the building.

(10) The Licensee is required to schedule an employee training program that will continue for the duration of this Agreement and any extensions thereof, to ensure that employees perform their jobs with the highest standards of efficiency and sanitation.

(11) All articles found by the Licensee, the Licensee's agents or employees, or by patrons and given to the Licensee, shall be turned in to the Community Liaison Office or General Services Office as lost and found items.

(12) The Licensee agrees to comply with all provisions of applicable law (and, in the case, of U.S. citizens, U.S. law) related to employee benefits, workers' compensation, and employee taxes if applicable to the employees performing services under this Agreement. The Licensee shall ensure that all employees assigned to work under this Agreement are fully covered as to all employee benefits mandated by French or local law; benefits which may include but are not limited to retirement payments, severance, or other termination of employment payments, work casualty insurance, and disability insurance. Where required by French or local law, the Licensee agrees to withhold personal income taxes and all other employment-related taxes from the salaries and wages of all its employees assigned to services described herein and the Licensee shall deposit such withheld payments, with all necessary supporting documentation, with the proper local authorities. Compliance with these requirements is solely the responsibility of the Licensee.

(13) Any local or other taxes which may be assessed shall be payable by the Licensee (Contractor). The Licensee shall maintain and record relevant documentation or compliance with local law and payments to local authorities. Compliance with these requirements is solely the responsibility of the Licensee.

G. Financial Reporting. The Licensee shall produce financial reports, to include End of Day reports and End of Month reports, on a monthly basis. Financial reports will be provided to the EASE General Manager no later than the 10th of the month following the reporting period.

H. Trash Removal. The Licensee shall remove trash from the Cafeteria at an appropriate interval (e.g., any time that waste canisters are full or not less than once after every meal; whichever is greater). Any alteration to this provision must be directed in writing by the Licensing Officer.

I. Rodent and Pest Control. The Licensee shall maintain a clean work area free of any clutter, dirt or any material that would attract rodents and vermin.

J. Licensee Performed Repairs. The Licensor will perform the preventive maintenance and repair of the equipment listed in Exhibit B. Any repair requests related to Licensor-provided equipment shall be submitted to the Technical Representative.

K. Cleaning and Janitorial Services.

(1) The Licensee shall provide all cleaning supplies and equipment.

(2) The Licensee shall furnish labor and supervision sufficient to maintain the cafeteria in a clean, orderly, and sanitary condition at all times. Before beginning work the Licensee shall submit to the Technical Representative the brand names or manufacturer of any materials proposed for use in connection with the work of this Agreement. The Licensor/Association may reject any material that would be unsuitable for the purpose, or harmful to the surfaces to which it is to be applied.

(3) The licensee shall perform cleaning and janitorial services on a regular schedule and shall meet the highest standards of sanitation required to the food service industry. The Licensing Officer may require increases in this schedule if conditions require more frequent cleaning.

(a) Food and Service Facilities and Dining Halls

(1) Daily and After Each Meal

Furniture: Clean and sanitize after each meal.

Floors: Clean and sanitize after each meal.

Wash basins: clean and sanitize after each meal,

Display refrigerators for food and beverages: clean and sanitize daily.

Garbage: Remove after each meal or more often if required.

Food Serving area: clean and sanitize after each meal.

(b) Kitchens

(1) Daily and After each Meal:

Food service preparation area: clean and sanitize after every meal.

Ovens and cooking surfaces: Clean after each meal.

Small appliances: clean and sanitize after each use.

Pots and Pans: clean and sanitize after each use.

Utensils: Clean and sanitize after each use.

Crockery: Clean and sanitize after each use.

(2) Daily Basis:

Walls: Clean every second day.

Refrigerator: Clean floors and shelves daily.

Chillers: Clean and sanitize, floors daily.

Freezers: Clean and sanitize floors daily.

(3) Weekly:

Windows: Clean weekly.

Refrigerator sanitize weekly.

Clean hoods and filters in kitchen.
Freezers: Clean and sanitize shelves weekly.

- (4) Monthly:
Exhaust system for cooker: check and clean once each month minimum.
Freezers: Clean and sanitize walls once each month.
Chillers: Clean and sanitize walls once each month.
- (5) Quarterly. Strip and wax all resilient tiles.
- (6) Semi-annually.
Perform cleaning of exhaust pipes.
Clean the tile walls in kitchen.
Clean and repaint food storage/pantry areas.
Clean all fans and ventilators.

(4). Failure to keep any of the facilities in a clean condition may result in the withdrawal of the privilege of using such facilities. In addition, the Licensing Officer may have the facility cleaned by other means and charge the cost of such work to the Licensee.

L. Security areas. The Licensee shall be responsible for the security of all areas under the jurisdiction of the Licensee. Designated employees shall have the responsibility for determining that all equipment has been turned off, windows are closed, lights and fans turned off, and doors locked when the cafeteria is closed. The Licensee shall make a matter of a daily report to the Guard office upon leaving the building.

M. Hazardous conditions. The Licensee shall eliminate unsanitary or hazardous conditions that are dangerous to anyone using the food facility. This shall include any employee, agent or representative to the Licensee, Embassy employee or other patrons of the food service facility for any portion of the facility that is under the jurisdiction of the Licensee.

N. Liability. The Licensor will not be responsible in any way for damage or loss/occasioned by fire, theft, accident, or otherwise to the Licensee's stored supplies, materials or equipment, or the employees' personal belongings. The Licensee shall report any personal injury or physical damage to the building or equipment resulting from fire or other causes to the Facilities Manager immediately.

O. Fire and civil defense drills. The Licensee shall notify both the fire department and embassy security personnel in the event of fire. All of the employees of the Licensee shall be organized and trained to participate in fire and civil defense drills including the reporting of fires. This shall be accomplished with the cooperation of the Facilities Maintenance Officer and the Regional Security Officer.

P. Billing Procedures: All sales will be recorded on a point-of-sale terminal in full view of customers. Licensee shall accept payments at minimum in euros and optionally in other currencies and *Ticket Restaurant* (card or *titre papier*). Licensee shall accept payment by cash as well as by credit card or debit card on transactions above €10, and shall accept both U.S. and European cards. The Licensee is solely responsible for any debts incurred with patrons. The Licensee is responsible for the payment of any fees, chargebacks, and other costs levied by the credit card companies and POS terminal.

Q. Equipment-Supplies Inventories:

- (1) The Licensee will be asked to sign for the inventory of the Embassy- and Licensor-provided equipment and supplies located in the cafeteria area, as listed in Exhibit B, of this Agreement. The Licensee shall exercise reasonable care in the use of facilities, equipment, and supplies and return the same in good condition when the Agreement ends. The Licensee shall not be liable for normal wear and tear or damage beyond its control. Should the Licensee wish to install or use locked facilities it must obtain GSO approval and leave keys with the Marine Post.
- (2) Flatware, China and Glassware Inventories: Once a month, the Licensee shall provide an inventory of all Flatware, Plate ware and Glassware in the Cafeteria.

V. RESPONSIBILITIES OF THE LICENSOR.

A. Agreement to Operate the Facility. The Licensor agrees to grant to the Licensee for three years the right to establish, manage, and operate a cafeteria in the U.S. Embassy to prepare and sell food, alcoholic beverages and such other products as the Licensor may authorize.

B. The Licensor will provide space for operations under the Agreement, as indicated. It will provide adequate ingress and egress, including a reasonable use of existing elevators, corridors, passageways, driveways, and loading platforms. The Licensor will provide space heating, space lighting, ventilation, and the utilities. In addition, the licensor will:

- (1) Make such improvements and alterations as it may deem necessary, including improvements and alterations necessary to conform to applicable sanitary requirements.
- (2) Maintain and repair building structure in areas assigned for the Licensee's use, including:
- painting and redecoration;
 - maintenance of gas, water, steam, sewer, and electrical lines;
 - ventilation, electrical lighting fixtures (including relamping);
 - floors and floor coverings; and
 - walls and ceilings.

The Licensee shall bear the expenses of repairs necessary because of negligence on the part of the Licensee or its employees.

(3) At its own expense, the Licensor will provide, install, and permit the Licensee to use the equipment listed, and additional equipment of a similar type when required for any expansion approved by the Licensing Officer. The Licensor will replace equipment that it has provided, as it deems necessary. Subject to adequate operation and handling of equipment by the Licensee. The Licensor will replace component parts of, and make repairs to, such equipment.

C. Embassy/Licensor-owned Equipment. Embassy/Licensor-furnished equipment is listed in Exhibit B. The Licensor will provide certain major equipment items. The Licensee is expected to provide flatware and other utensils, plateware, and glassware. While disposable containers and flatware are acceptable for takeaway items, reusable plates and flatware are expected for the customers who eat in the cafeteria.

VI. RIGHTS AND AUTHORITY OF THE LICENSOR

A. Oversight. The Licensing Officer shall oversee the quality of the services provided by the Licensee and the reasonableness of the prices charged. The Licensing Officer may advise the Licensee from time to time of any source of dissatisfaction and request correction.

B. Public Space. The Licenser reserves the right to use dining areas and other public spaces at other than serving periods, for meetings of Licenser employees or other assemblies. After each use, the Licenser will clean and rearrange the space without expense to the Licensee.

VII. RESTRICTIONS

A. Equipment. Unless permitted by the Licensing Officer, the Licensee shall not install equipment other than that specified in this Agreement or remove any Licenser-owned equipment from the premises.

B. Patronage. The facilities and services provided in this Agreement are for the benefit and convenience of Embassy employees. The Licenser may regulate patronage from other sources.

C. Holidays. No work shall be performed on Embassy holidays. Exhibit C provides a listing of scheduled U.S. Embassy holidays for 2020. A new holiday schedule will be provided the last quarter of each calendar year (usually in October).

D. Facilities. The physical facilities within the Embassy shall not be used in connection with operations not included in the Agreement. The Licensee may, however, utilize centralized food preparation and storage sources located elsewhere and bring goods to the Embassy daily.

VIII. DEFINITIONS: The following definitions pertain to this Agreement.

A. U.S. Embassy Paris: U.S. Embassy Paris is interchangeable with “the Embassy” and “the U.S. Mission.”

B. EASE: The Embassy American Employees Association (“EASE” or “the Association”) is interchangeable with “Licenser”; it is a private welfare and cooperative association of U.S. Embassy employees and their dependents.

C. Cafeteria Advisory Committee: A committee of Embassy employees formed to represent staff food service interests.

D. Licensing Officer: “Licensing Officer” means a person with the authority to enter into, administer, and/or terminate Agreements and make related determination and findings. The President of the Board of Directors of the Association has signature authority for the Association, and may delegate this authority to other members of the EASE Board of Directors. The Board of Directors may delegate certain other authorities to its Technical Representative.

E. Licensee: “Licensee” means the individual or company that has entered into an Agreement with the EASE. “Offer” means a response to a solicitation that, if accepted, would bind the offeror to perform the resultant Agreement.

F. RSO: Regional Security Office of the U.S. Embassy.

G. GSO: General Services Office of the U.S. Embassy.

H. RMO: Regional Medical Officer.

EXHIBIT B

LICENSOR-FURNISHED EQUIPMENT/MATERIALS

To be furnished at bidder conference.

Exhibit C

HOLIDAYS SCHEDULE

Holidays

The Cafeteria will be closed on the following official holidays observed by the U.S. Embassy, Paris, France, in the calendar year 2020. Each year the Licensor will provide similar listing of holidays.

DATE	DAY OF THE WEEK	HOLIDAY	TYPE
Jan. 1	Wednesday	New Year's Day	American/French
Jan. 20	Monday	Martin Luther King Jr's Birthday	American
Feb. 17	Monday	Presidents Day	American
April 13	Monday	Easter Monday	French
May 1	Friday	Labor Day	French
May 8	Friday	Veterans Day	French
May 21	Thursday	Ascension Day	French
May 25	Monday	Memorial Day	American
June 1	Monday	Whit Monday	French
July 4*	Saturday*	Independence Day	American
July 14	Tuesday	French National Day	French
Aug. 15	Saturday	Assumption	French
Sept. 7	Monday	Labor Day	American
Oct. 12	Monday	Columbus Day	American
Nov. 1	Sunday	All Saints' Day	French
Nov. 11	Wednesday	Veterans Day (WWI)	American/French
Nov. 26	Thursday	Thanksgiving	American
Dec. 25	Friday	Christmas	American/French

**To be observed on Friday, July 3.*

ENCLOSURE 2

TENDER PREPARATION INSTRUCTIONS, EVALUATION OF TENDERS, AND AWARD SELECTION

I. INSTRUCTIONS ON TENDER PREPARATION

A. **General Information.** The tender must be submitted by the deadline below via email to **Ease@EaseParis.com**. Bidders may submit a hardcopy original (in color or black-and-white) of the tender, but the electronic version will be determinative. The hardcopy may be delivered in person (by prior arrangement with the Technical Representative) or sent by courier. Note that mail sent by regular post may be significantly delayed due to mail screening measures. The tender package shall be marked “**EASE Cafeteria Bid**” and clearly identify company name, manager and/or point-of-contact, and address. Identify and explain any deviations, exceptions, or assumptions taken regarding any of the instructions or requirements.

B. **Submission Deadline.** Submit the complete tender by email to **Ease@EaseParis.com** by 3:00pm on Monday, September 30. While the electronic version is sufficient and determinative, tenders may optionally be submitted in hardcopy by the same deadline to:

EASE Board of Directors and EASE General Manager Tamara Prevost
4 avenue Gabriel, 75008 Paris

C. **Contents of Tender.** The first part of the tender will address general information about the person/firm submitting the tender, including experience and references. The second part of the tender will address the performance requirements. Each tender must be signed by a person authorized to bind the firm. Acknowledge any amendments to this invitation to tender in the first part of the tender so the evaluators can be certain that the tender reflects any changes to terms and conditions. Address the following areas in the order shown below:

Part I - General Information

(a). **Prior Quality of Service and Experience.** List all contracts and Licensing Agreements your company has held over the past three years for the same or similar work and indicate the timeframe (start and end) of each contract/agreement. For each contract/agreement, provide the customer's name, address, email address, and telephone numbers, dates, and number of personnel providing the services, gross revenue, and financial arrangements, a brief description of the work, and any terminations and the reason for termination.

(b) **Financial Capability.** Describe your company's financial condition and capability. State what percentage of your company's estimated total business the work under this solicitation would entail during the period of any Agreement. Provide a current financial statement.

(c) **Other General Company Information.** Provide copies of recent health inspections.

Part II – Performance Required

(a) **Menu cycle and variety.**
(1) Explain what you propose to serve. If you plan to have a rotating menu, state the length of your menu cycle and how often it changes throughout the year. Provide an example

menu cycle that you propose to implement *for a minimum of five weeks showing selling prices*. Include (if applicable) your policy for featured specials, promotional events, and merchandising practices.

(b) Menu portion, prices and standard unit measurement price. State your pricing policies and procedures for establishing portion sizes and prices.

(c) Sanitation. Include information on your standards, sanitation training programs, and inspection procedures.

(d) Licensee's Maintenance, Use, and Inventory Programs. Discuss inventory programs for all equipment and supplies used in performance of the Agreement. Discuss preventative maintenance and repair plans.

D. Additional Procedures

(1) Amendment of Invitation to Tender. If this Invitation to Tender is amended, all terms and conditions not amended remain unchanged.

(2) Media of Tenders. Tenders must be submitted via email (and optionally in hardcopy). After receipt of tenders, negotiations may be held. Additionally, individuals/companies submitting tenders may be requested to provide an oral presentation or even food/beverage samples.

(3) Timeliness of Tenders. Tenders must be received at the email address designated for receipt of tenders, not later than the time and date specified in this Invitation to Tender: **3pm on Monday, September 30, 2019**. Tenders received after the due date and time may not receive serious consideration.

E. Site Visit and Conference. The Embassy will arrange for a site visit and conference on **Monday, September 09, 2019**. Interested parties should register via email to **Ease@EaseParis.com**. At that time, the caller will be advised regarding where they shall meet. No one will be allowed to enter the Embassy grounds unless pre-registered. The conference is intended to provide interested parties with the opportunity to discuss the requirements of this Invitation to Tender and the site visit will allow interested parties to view the area in which the cafeteria operations will take place. Interested parties are urged to submit written questions using the address provided in the cover letter to this Invitation to Tender at least two days before the date of the conference.

II. EVALUATION OF TENDERS AND SELECTION FOR AWARD

A. Evaluation. To be acceptable and eligible for evaluation, tenders must be prepared following the instructions in Section I above and must meet all the requirements set forth in the other sections of this Invitation to Tender. All tenders will be evaluated using the information presented as requested above in Section I.C., "Instructions on Tender Preparation - Contents of Tender".

B. Selection for Award. Award selection will be based on the best approach, taking into consideration the desire for quality service at reasonable menu prices, in combination with past service quality and experience. The Licensor (the EASE Board) may award this Agreement solely on the basis of the evaluation of the initial offers, without any negotiations, request for

samples, or oral presentations. Therefore, tenders should be submitted on the most favorable terms possible.

Bidders Matrix

Bid Tender Documents may take any form, but should include tables like the following:

Company or Group Name:	
Point of Contact's Name:	
POC's Email Address:	
POC's Phone Number:	
POC's Mailing Address:	

Services:	Breakfast & Lunch Only	Lunch Service Only	Lunch & Coffee Service	Breakfast, Lunch, & Coffee
We propose to offer: (indicate "yes" or "no" or the time of day you propose to offer these services)				

Complete only the sections of the table below that correspond to the services you proposed to offer above.

Breakfast items & prices	
Lunch items & prices	
Beverage items & prices	

To operate the EASE cafeteria, you would propose the following parameters:

Number of Staff	
Hours of Operation	<i>(a, hours that staff would be on-site)</i> <i>(b, food service hours)</i>
Relevant Training/ Experience of the Manager	
Relevant Training/ Experience of the Staff	
Staff Salaries	
Service Start Date	<i>(date when your company would be ready to begin serving EASE customers)</i>
Payments accepted	<i>(what forms of payment you propose to accept)</i>